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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20054

In the Matter of)
)
Amendment of 73.202(b))
Table of Allotments)
FM Broadcast Stations)
(Eatonville, WA et al.))

MM Docket No. 98-74

To: Victoria McCauley
Allocations Branch

Joint Supplemental Comments

Petitioner and all of the parties who have filed Comments and/or Counterproposals in this proceeding ("Parties") do respectfully submit these **"Joint Supplemental Comments"** in order to conclude this protracted proceeding ^{1/} and to expedite the provision of vastly improved FM service to millions of FM listeners throughout the State of Washington. ^{2/}

Following months of detailed study and negotiation, the Parties have resolved all pending technical and legal conflicts among their various proposals and now respectfully submit that, upon the FCC's adoption and approval of the following changes to the FM Table of Allotments [47 CFR 73.202(b)], this proceeding can be expeditiously concluded and the following, significant improved FM services to the public can be achieved:

^{1/} The Petition for Rulemaking -- filed approximately two years ago -- was inadvertently "lost" by the FCC staff in the months following its filing.

^{2/} The Parties also jointly request leave to file these "Joint Supplemental Comments" and assert that there is good cause for its receipt and consideration. See 47 USC 154(j).

No. of Copies rec'd 0+4
List A B C D E

a. FM Channel 284C2 would be substituted for Channel 285C2 at Wenatchee, WA and the license of Station KKRv-FM, Wenatchee, WA, would be modified to specify operation on Channel 284C2 at its present site; ^{3/}

b. FM Channel 285C3 would be substituted for Channel 285A at Eatonville, WA, and the license of Station KFNK-FM, Eatonville, WA, would be modified to specify operation on Channel 285C3 at its present site;

c. FM Channel 262C would be substituted for Channel 262C1 at Moses Lake, WA, and the license of Station KWIQ-FM, Moses Lake, WA, would be modified to specify operation on Channel 262C at its present site;

d. FM Channel 285C2 would be substituted for Channel 284A at Spokane, WA, and the license of Station KEEH-FM, Spokane, WA, would be modified to specify operation on Channel 285C2 at its present site;


e. FM Channel 283C3 would be substituted for Channel 285A at Newport, WA, and the license of Station KMJY-FM, Newport, WA, would be modified to specify operation on Channel 283C3 at its present site; and

f. Jeffrey Aaron Bruton would withdraw its comment with prejudice.


^{3/} The Parties acknowledge that this proposal would short-space ch. 284C at Kelowna, B.C. but, because KKRv-FM's 34 dBu interference contour would not extend into Canada, concurrence from Canada should be received.

Accordingly, each of the Parties hereby requests that the FCC substitute the above-listed, comprehensive FM allotment changes in place of their previously filed proposals in this proceeding. ^{4/} Each party will file Sworn Affidavits, pursuant to 47 CFR 1.420(j), within the next seven (7) days. ^{5/}

Respectfully submitted,


John E. Fiorini, III *By RET*
Gardner Carton & Douglas
1301 K Street, NW East Tower # 900
Washington, DC 20005-3317

Counsel for Rock On Radio, LLC



Donald E. Martin *By RET*
6060 Hardwick Place
Falls Church, VA 22041

Counsel for Upper Columbia
Media Association


Jeffrey Aaron Bruton *By RET*

James Stargel
Station KMJY-FM

James & Helen Stargel


James R. Bayes *By RET*
Wiley Rein & Fielding
1776 K St., NW
Washington, DC 20006

Counsel for Morris
Communications Corp.

^{4/} Attached as Appendix A is an engineering Memorandum dated May 25, 2000 in support of the requested allotment changes.

^{5/} A copy of the Parties' executed "Settlement Agreement" is attached as Appendix B.

Accordingly, each of the Parties hereby requests that the FCC substitute the above-listed, comprehensive FM allotment changes in place of their previously filed proposals in this proceeding. Each party will file Sworn Affidavits, pursuant to 47 CFR 1.420(j) within the next seven (7) days. ^{1/}

Respectfully submitted,

John E. Fiorini, III
Gardner Carton & Douglas
1301 K Street, NW East Tower # 900
Washington, DC 20005-3317

Counsel for Rock On Radio, LLC

Donald E. Martin
Box 19351
Washington, DC 20036

Counsel for Upper Columbia
Media Association

Jeffrey Aaron Bruton

James F. Stargel
James Stargel
Station KMJY-FM

James & Helen Stargel

James R. Bayes
Wiley Rein & Fielding
1776 K St., NW
Washington, DC 20006

Counsel for Morris
Communications Corp.

^{1/} A copy of the Parties' executed "Settlement Agreement" is attached as Exhibit A.

JAMES B. HATFIELD, PE
 BENJAMIN F. DAWSON III, PE
 THOMAS M. ECKELS, PE
 STEPHEN S. LOCKWOOD, PE

PAUL W. LEONARD, PE
 ERIK C. SWANSON
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 hardaw@hardaw.com

MAURY L. HATFIELD, PE
 CONSULTANT
 Box 1326
 ALICE SPRINGS, NT 5950
 AUSTRALIA

MEMORANDUM

To: Chris Gilbreth

From: Erik Swanson

Date: May 25, 2000

Via: Facsimile

1-202-429-7207

2 Pages

Message: Eatonville, et al Rulemaking

This memorandum describes ALC Communications' (Chris Gilbreth) proposed solution to the Eatonville/Wenatchee/Moses Lake/Spokane/Newport rulemaking. ALC's solution would allow all stations to take their proposed upgrades.

The Status Quo: KKRK Wenatchee can be viewed as the critical element in both the original Eatonville upgrade proposal and the joint counterproposal:

A) If KKRK remains on channel 285C2, KFNK 285A/Eatonville cannot be upgraded to 285C3. This is why the Eatonville license proposed swapping the frequencies of KKRK and KWIQ 262C1 Moses Lake.

B) But if KKRK stays on 285C2, then KWIQ can be upgraded from 262C1 to 262C, KEEH Spokane can be upgraded from 284A to 285C2, and KMJY Newport can be upgraded from 285A to 283C3.

Chris' idea eliminates this "either/or" choice, and would permit all proposed upgrades to take place: KFNK Eatonville, KWIQ Moses Lake, KEEH Spokane, and KMJY Newport. (No upgrade has been proposed for KKRK Wenatchee.)

The New Proposal: The new proposal would be to move KKRK Wenatchee down one channel from 285C2 to 284C2. The only short-spacing this would create would be with a station in Kelowna, British Columbia, on channel 284C. I have studied this short-spacing and can confirm that it would meet the requirements of the US-Canada FM Agreement (the 34 dBu interfering contour from KKRK would not cross into Canadian territory), as well as the less-restrictive domestic spacing requirements.

If all parties were to agree to this plan I believe that the Commission would be favorably disposed to considering this alternative, even at this late date, as it would allow all proposed upgrades to occur, and would save them from having to make

a qualitative judgement between the two existing proposals. The new proposal would involve a new channel not previously considered, but the Commission has always reserved the right to consider alternate channels to resolve rulemaking conflicts. (For example, in cases where two parties have requested the allotment of the same channel at separate communities, the Commission has often accommodated both requests by identifying on its own motion an alternative channel for use at one of the communities.)

The only stumbling block I can think of is that the alternative channel for KKR~~V~~ would likely have to be cleared by Canadian authorities before final approval by the Commission. I see no reason why the Canadians would object to the proposal, it's just an issue of waiting for them to get around to approving.

I hope you find this information useful. If you have any further questions, please let me know, but bear in mind that I will be out of the office (and out of touch) from May 26 to June 11. I will return June 12th, however.

SETTLEMENT AGREEMENT

This Agreement is made as of this 6th day of July, 2000 ("Effective Date"), among Rock On Radio, LLC (licensee of KFNK-FM) ("Rock On"), James & Helen Stargel (licensee of KMJY-FM) ("Stargel"), Upper Columbia Media Association (licensee of KEEH-FM) ("UCMA"), Morris Communications Corp. (licensee of KWIQ-FM and KKRv-FM) ("Morris") and Jeffrey Aaron Bruton ("Bruton") ("Parties").

W I T N E S S E T H

WHEREAS, Rock On's predecessor filed a Petition for Rulemaking to upgrade KFNK-FM, Eatonville, WA, from Class A to Class C3 and each of the other Parties (or predecessors) filed comments/counterproposals/oppositions in the Federal Communications Commission ("FCC") Rulemaking, MM Docket No. 98-74; and

WHEREAS, the Parties desire to settle the disputed proceeding in order to avoid protracted litigation and to achieve their collective goals.

NOW THEREFORE, in consideration of their mutual representations and promises set forth herein, the Parties agree as follow:

1. **Within seven (7) days after the Effective Date**, each Party shall execute appropriate Sworn Affidavits, pursuant to 47 CFR 1.420(j), **and shall cooperate in filing at the FCC (i) "Joint Comments" requesting approval of the below-listed channel changes and other actions and (ii) a Motion for Leave to file Joint Comments.**

2. The Parties' Comments shall request that the FCC substitute the following comprehensive settlement plan in place of their previously filed proposals:

a. Station KRRV-FM, Wenatchee, WA, would move from ch. 285C2 to ch. 284C2 at its present site and Rock On would reimburse Morris for its reasonable expenses in changing frequencies (not to exceed \$ 75,000), **such payment to be made within five (5) business days after FCC action approving such channel change is no longer subject to administrative or judicial review or reconsideration;**¹

b. Station KFNK-FM, Eatonville, WA, would upgrade **at its present site** from ch. 285A to ch. 285C3;

¹ The Parties acknowledge that this proposal would short-space ch. 284C at Kelowna, B.C. but, because KKRv-FM's 34 dBu interference contour would not extend into Canada, concurrence from Canada should be received.

c. Station KWIQ-FM, Moses Lake, WA, would upgrade **at its present site** from ch. 262C1 to ch. 262C;

d. Station KEEH-FM, Spokane, WA, would upgrade from ch. 284A to ch. 285C2 at its present site and, upon the FCC's grant of KEEH's Form 301 application to upgrade to ch. 285C2, shall be compensated by the licensee of station KMJY-FM (or any subsequent licensee of KMJY-FM as the current licensee's successor-in-interest) as follows:

(1) the provision of a new, 5500-watt Armstrong transmitter and sufficient coaxial cable to construct the upgrade or

(2) the sum of \$16,000 cash (Sixteen Thousand Dollars) with which to purchase the required equipment to construct the Class C-2 upgrade

e. Station KMJY-FM, Newport, WA, would upgrade from ch. 285a to ch 283C3 at its present site; and

f. Bruton would withdraw its comment/proposal with prejudice **and without payment of any monetary consideration.**

3. All notices, demands and requests required or permitted under this Agreement shall be deemed to have been given if sent by fax as follows:

Rock On:

Mr. Lance Anderson
FAX: 425/653-5507

UCMA:

Mr. Max Torkelson, II
FAX: 509/838-4882

Stargel:

Mr. James Stargel
FAX: 208/437-5887

Morris

Mr. Will S. Morris, IV
FAX: 904/359-4400

Bruton:

Mr. Jeffrey A. Bruton
FAX: 509/529-5534

Changes to the foregoing names/numbers shall be given to the other party within five business days in order to preserve any party's rights under this Agreement.

4. Each Party represents that it has full legal authority to enter into, execute and perform the obligations under the terms of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of each Party, its heirs, successors and assigns. **Each Party shall cooperate in good faith (a) to secure FCC approval and to make any additional filings with the FCC that are reasonably necessary or appropriate to secure such FCC approval and (b) to take any action reasonably necessary or appropriate to implement this Agreement including without limitation, (i) preparing, filing and prosecuting at the FCC any necessary or appropriate construction permit and/or license applications and (ii) promptly completing the construction of any necessary modifications to its respective facility.**

5. This Agreement is made pursuant to and shall be governed by the laws of the State of Washington. It contains the entire understanding of the Parties with respect to the subject matter discussed herein and shall not be amended, modified, extended, discharged or terminated except by an executed, written instrument.

6. This Agreement may be signed in counterparts, each of which shall be deemed a duplicate original, **and the Effective Date shall be established on the date that the Agreement is executed by the last Party to sign it.**

07/03/00 10:17 NO.128 005
JUN-30-2000 16:20 MORRIS COMMUNICATIONS COR 7067227125 P.01/05
06/28/00 17:00 07038309010 FAX
Sent By: BEDROCK AND ASSOCIATES; 4258535507; JUN-29-00 12:00PM; Page 2/2
06/29/00 THU 14:18 FAX 0008
06/29/00 13:13 07038309010 FAX

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of
the effective date first written above.

JOHN O. STANGE, JR.
BY: [Signature]
MR.
Managing Member

MORRIS COMMUNICATIONS CORP.
BY: [Signature]
MR. CRAIG S. MITCHELL

JAMES STANGE

JEFFREY ANTON BROWN

UPPER COLUMBIA MEDIA ASSOCIATION

BY: _____
MR.

06/29/2000 14:28 5095295534
06/29/00 14:10 7038388410

ALEXANDRA COM
TAVAR

PAGE 04
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IN WITNESS WHEREOF, the Parties have fully executed this Agreement as of
the Effective Date first written above.

ROCK ON RADIO, LLC

MORRIS COMMUNICATIONS CORP.

BY: _____
Mr.
Managing Member

BY: _____
Mr.

JAMES STARGEL

JEFFREY AARON BRITTON

UPPER COLUMBIA MEDIA ASSOCIATION

BY: _____
Mr.

IN WITNESS WHEREOF, the Parties have fully executed this Agreement as of
the Effective Date first written above.

ROCK ON RADIO, LLC

BY: _____
Mr.
Managing Member

MORRIS COMMUNICATIONS CORP.

BY: _____
Mr.

JAMES STARGEL

JEFFREY AARON BRUTON

UPPER COLUMBIA MEDIA ASSOCIATION

BY: _____
Mr.

Jun 27 00 04:10p

Donald E. Martin

703-671-8942

P.6

06/27/08 14:23

07036389410

TAVAR

000\$

IN WITNESS WHEREOF, the Parties have fully executed this Agreement as of
the Effective Date first written above.

ROCK ON RADIO, LLC

MORRIS COMMUNICATIONS CORP.

BY: _____
Mr.
Managing Member

BY: _____
Mr.

JAMES STARGEL

JEFFREY AARON BRUTON

UPPER COLUMBIA MEDIA ASSOCIATION

BY: _____
Mr. JON CORDER

SWORN DECLARATION

Jeffrey Aaron Bruton does state under penalty of perjury:


1. My name is Jeffrey Aaron Bruton and I reside in Walla Walla, WA. I submitted comments in FCC Docket No. 98-74 (Eatonville, WA rulemaking).

2. I have agreed unilaterally to withdraw my comment in this proceeding and have signed a Settlement Agreement with other Parties agreeing to request such of the FCC.

3. I certify that I have not received, nor am I entitled to receive any money or other consideration, directly or indirectly, in exchange for the dismissal or withdrawal of my comment in this proceeding.

4. Moreover, I certify that I have not paid nor promised to pay any consideration to any other party to the Settlement Agreement.

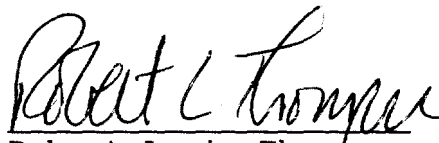
Executed this 2 day of July, 2000.



Jeffrey Aaron Bruton

Certificate of Service

I, Robert Thompson, do certify that copies of the foregoing "Joint Supplemental Comments" were served by prepaid first class U.S. mail on all parties of record, or their counsel, this 10th day of July, 2000.


Robert Lewis Thompson